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**SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING & REGULATION  
BEFORE THE STATE BOARD OF PHYSICAL THERAPY EXAMINERS**

**IN THE MATTER OF:**

**ALISON JANE PINCKNEY**

License No.: PT.2347

Respondent.

Case No.: 2014-12

**CONSENT AGREEMENT**

By agreement of the State Board of Physical Therapy Examiners (hereinafter "the Board") and the above named Respondent, the following disposition of this matter is entered pursuant to the provisions of S.C. Code Ann. § 1-23-320(f) (1976, as amended)<sup>1</sup>, in lieu of, *inter alia*, a hearing before a hearing officer or panel appointed by the Board. Respondent, admitting the allegations herein and agreeing to the sanctions as set forth below, agrees to waive the authorization, filing, and service of a Formal Complaint and formal hearing procedures.

**FINDINGS OF FACT<sup>2</sup>**

1. Respondent is duly licensed and registered to practice in South Carolina as a physical therapist. This license was first issued on or about October 13, 1994, and is currently active. Respondent is subject to the jurisdiction of the Board pursuant to section 40-45-115.
2. At all times related to this matter, Respondent was employed at Lexington Medical Center in Columbia, South Carolina as a licensed physical therapist. Respondent is currently employed with Brookdale Assisted Living Communities as Acting Area Manager.
3. Respondent admits that on or about April 21, 2014 her colleagues reported the smell of alcohol on Respondent. In addition, her colleagues noted that Respondent work behavior was not consistent: Respondent was not returning phone calls to patients in a timely manner; excusing herself from the treatment room during a patient's treatment sessions, and patient care documentation was not thorough and Respondent was behind on patient charting. Respondent was taken to employee health and subject to a blood alcohol

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<sup>1</sup> Further reference to the South Carolina Code of Laws and South Carolina Code of Regulations shall be by code section only.

<sup>2</sup> To the extent that any of the following Findings of Fact constitute Conclusions of Law, they are adopted as such, and to the extent that any Conclusions of Law constitute Findings of Fact, they are so adopted.

content test, where she tested positive for alcohol in her system while on the job, yet not considered legally impaired.

4. As a result of her work performance and testing positive for alcohol, Respondent was offered continued services with EAP and placed on probation.

*Redacted*

5. Respondent admits that on or about June 6, 2014, Respondent was selected for an unannounced alcohol test. Respondent called on the way to the lab saying she could not get to Occupational Health due to a personal medical condition. As a result of failing to adhere to the terms to the substance abuse surveillance agreement without documentation to support a medical exemption, Respondent was terminated from employment on June 12, 2014.

6.

*Redacted*

7. Respondent waives any further findings of fact with respect to this matter.

#### CONCLUSIONS OF LAW

1. Respondent admits that Respondent's actions in this matter constitute a violation of S.C. Ann. §§ 40-1-110(1)(f), (i), and (l) and S.C. Code Ann. Regs. 101-13.
2. Respondent waives any further conclusions of law with respect to this matter.

#### **THEREFORE, WITH RESPONDENT'S CONSENT, IT IS AGREED:**

1. Respondent's license shall be issued a **public reprimand**.
2. Respondent's license to practice physical therapy is hereby placed in a **probationary status** for a period **not to exceed (5) years** subject to the conditions set forth herein below:
  - a. Respondent shall pay all costs related to the investigation in the amount of **eighty dollars (\$80.00)** within **six (6) months** of the effective date of service for this Agreement. Said costs are not deemed paid until received in full by the Board.
  - b. Respondent shall, within six (6) months from the date of the Board's action on this Agreement, successfully complete a **board-approved course in Ethics**. The hours received from the Board-approved course **will not** be computed in the calculation of total continuing education requirements for licensure or renewal. Respondent must provide proof of the successful completion of the courses.

- c. Respondent must have a written contract with and be an active participant in the activities of the Recovering Professional Program (hereafter the Program), as approved in advance in writing by the Board, until a period of **not less than five (5) years** of documented continuous sobriety and compliance with this Consent Agreement has been satisfactorily established by Respondent and until this Consent Agreement has been terminated as provided herein. Such contract shall include provisions for any assessment, treatment, monitoring and aftercare activities, and other activities as the Program shall deem appropriate. The level of participation that is appropriate for Respondent shall be determined by the Program. Respondent must fully comply with all requirements and recommendations of the Program. If required or recommended by the Program, Respondent shall submit, at Respondent's expense, to an evaluation at a facility approved by the Program, any treatment deemed appropriate by the Program at an approved facility, and any monitoring and aftercare activities specified by the Program. The Program shall submit regular written reports documenting Respondent's full compliance with the terms of the contract with the Program and this Consent Agreement. Failure to comply with any of the requirements of this paragraph shall be considered a violation of this Consent Agreement.
- d. Within thirty (30) days of the date of this Consent Agreement, Respondent must provide to the Board written verification from an appropriate representative of the Program verifying that Respondent has signed a written contract with and become an active participant in the activities of the Program, as required above. Compliance with this paragraph shall not be deemed satisfied until said written verification is received by the Board. Failure to comply with any of the requirements of this paragraph shall be considered a violation of this Consent Agreement.
- e. Respondent shall completely abstain from the consumption of mood-altering substances, including alcohol, except as prescribed by a duly licensed practitioner for a documented legitimate medical purpose. All use of such substances is to be reported by Respondent to the Board or its designee within 48 hours of initiation. All such medical treatment and prescribing shall be reported directly to the Board in writing by the treating practitioner within ten (10) days after the date of treatment. Respondent must inform the treating practitioner of this responsibility, provide a copy of this Consent Agreement to the treating practitioner, and ensure timely compliance. Failure to comply with any of the requirements of this paragraph shall be considered a violation of this Consent Agreement.
- f. Respondent shall be subject to periodic, unannounced blood and urine alcohol and/or drug analysis as desired by the Board or its designee, the purpose being to ensure that the Respondent remains drug and/or alcohol-free. The cost of such blood and urine alcohol and/or drug analyses and reports will be borne by Respondent, which costs shall be paid within thirty (30) days after the date of the invoice. Failure to make timely payment of such costs, to provide a specimen

upon request, or to remain alcohol and/or drug-free shall be considered a violation of this Consent Agreement.

3. Respondent acknowledges that Respondent has the right to a hearing and to be represented by counsel in this matter, and freely, knowingly, and voluntarily waives such rights by entering into this Consent Agreement. Respondent understands and agrees that by entering into this Consent Agreement, Respondent voluntarily relinquishes any right to judicial review of Board action(s), which may be taken concerning any related matters.
4. It is understood and agreed that if Respondent fails to meet the conditions agreed to in this Consent Agreement, Respondent's license may be immediately *administratively* suspended pending compliance. Non-compliance may also result in further discipline. Any license law violation by Respondent constitutes a failure to meet the conditions of this Consent Agreement.
5. Respondent understands and agrees that this Consent Agreement will not become effective unless and until approved by the Board. Respondent understands and agrees that this Consent Agreement, if approved, will be disseminated as a public action of the Board in the manner provided by law.
6. Respondent understands and agrees that if this Consent Agreement is approved, it shall become a public document under the South Carolina Freedom of Information Act § 30-4-10, *et seq.*
7. Respondent understands and agrees that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding or prejudice the right of the Board to adjudicate this matter. Respondent hereby agrees to waive any rights Respondent might have to challenge the impartiality of the Board to hear the underlying complaint based upon prior knowledge obtained by the Board through consideration of this Consent Agreement if, after review by the Board, this Consent Agreement is not approved.
8. Respondent shall, within thirty (30) days, notify the Board in writing of any changes in name, mailing address, or compliance with this Consent Agreement. Correspondence and copies of reports, notices and payments of civil penalties mentioned herein shall be directed to:  
  
SC Dept. of Labor, Licensing and Regulation  
ATTN: State Board of Physical Therapy Examiners - Compliance  
Post Office Box 11329  
Columbia, SC 29211-1329
9. This Consent Agreement shall take effect immediately upon receipt of a fully executed copy by Respondent or counsel for Respondent.

AND IT IS SO ORDERED.

STATE BOARD OF PHYSICAL THERAPY  
EXAMINERS

7-9-2015

Date

BY:

Marilyn M. Swygert, P.T.  
MARILYN M. SWYGERT, P.T.  
Board Chair

WE CONSENT:

Alison J. Pinckney PT

ALISON JANE PINCKNEY

Respondent

6-6-15

Date

MEGAN J. FLANNERY

S.C. Department of Labor, Licensing & Regulation  
P.O. Box 11329  
Columbia, SC 29211-1329  
(803) 896-2374

6-12-15

Date